

Case 2:10-cv-10978-PJD-MJH

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AMERICAN UNIVERSITY OF ANTIGUA,
COLLEGE OF MEDICINE, a foreign corporation,

Plaintiff,

v

CASE No.: 2:10-cv-10978-PJD-MJH
Judge Patrick J. Duggan
Magistrate Judge

STEVEN WOODWARD,

Defendant,

Defendant's Response to Plaintiff's Motion For Rule 11 Sanctions

U.S. DIST. COURT CLERK
EASTERN DIST. MICH.
DETROIT, MI

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List of Exhibits:

Exhibit 1: Docket 1
Exhibit 2: Docket 10, email from Steven Woodward to Marilyn Orem Dated April 15, 2010 containing Rebuttal.doc
Exhibit 3: Plaintiff's Brief In Support Of Its Motion For a Preliminary Injunction
Exhibit 4: Email from Paul Nicoletti, Subject: Steven Woodward v. Trinity Health-Michigan, Dated December 20th, 2007
Exhibit 5: Email from William Cain, Subject: Notice of Grievance Committee hearing, Dated December 19th, 2007
Exhibit 6: Decision of Committee Meeting hearing, Dated May 21st, 2008

Defendant's Response to Plaintiff's Motion For Rule 11 Sanctions

1. The Defendant maintains that the Plaintiff and the Plaintiff's attorney has committed perjury before this Court and has wrongfully filed a "Request For Clerk's Entry Of Default" both of which violates LR 83.22(a)(3) Attorney Discipline. Neil Simon is also a Juris Doctor.

The Defendant filed motions only because of the wrongful action of default and deceit committed by the Plaintiff and their attorney.

The word "**Rebuttal**" is equivalent to the word "**Answer**". In fact the word "**Rebuttal**" is clearer than the word "**Answer**" in that it opposes a claim(s) by definition.

(Reference: <http://www.merriam-webster.com/dictionary/rebuttal?show=0&t=1283309835>)

re·but·tal noun

Definition of *REBUTTAL*

: the act of rebutting especially in a legal suit; also : argument or proof that rebuts

(Reference: <http://www.merriam-webster.com/dictionary/rebutting>)

re·but·ted re·but·ting

Definition of *REBUT*

transitive verb

1

: to drive or beat back : repel

2

a : to contradict or oppose by formal legal argument, plea, or countervailing proof *b* : to expose the falsity of : refute

intransitive verb

: to make or furnish an **answer** or counter proof

(Reference: <http://www.merriam-webster.com/thesaurus/answer>)

Answer (*noun*)

1. something spoken or written in reaction especially to a question <the standard *answer* of "Fine, thank you" when asked, "How are you?">

Synonyms comeback, rejoinder, replication, reply, response, retort, return

Related Words back talk, banter, persiflage, repartee; acknowledgment (*or acknowledgement*), comment, communication, correspondence, feedback, non sequitur, observation, reaction, remark; defense, explanation, justification, plea, **rebuttal**, refutation

By definition the Defendant indeed did "**Answer**" the claims made by the Plaintiff in **Exhibit 1**(Docket 1) in Docket 10(**Exhibit 2**), which were sent to the Court on April 15th, 2010 and filed by the Court on April 16th, 2010.

2. The Defendant now demonstrates an example of perjury committed by the Plaintiff signed by Neil Simon, President and Eric A. Buikema.

The following statements concerning the Defendant's dismissal and said lawsuit are totally false and can be proven by documentation written by the Plaintiff and/or their attorneys. The Defendant will provide supporting documentation to prove this act of perjury.

The Plaintiff lies to this Court in (**Exhibit 1**) Docket 1, page 3, number 13

"As a result of his dismissal from the University, Defendant initiated a lawsuit against AUA and its educational partner hospital Trinity-Health Michigan's St. Joseph Mercy Hospital in Pontiac, Michigan."

The Plaintiff again publishes this lie in (**Exhibit 3**) Docket 8, page 1, last paragraph, 4th sentence.

"Because of his dismissal from the University, Defendant initiated a lawsuit against AUA and its educational partner hospital Trinity-Health Michigan's St. Joseph Mercy Hospital in Pontiac, Michigan. Note(1)"

The date which the lawsuit was filed is established in (**Exhibit 1**) Docket 1, page 3, number 14 the Plaintiff writes:

"The lawsuit was filed in the Oakland County Circuit Court on or about December 20, 2007, where it was known as Case No. 07-088103-CZ and assigned to the Honorable Shalina Kumar."

The date which the lawsuit was filed is again established in (**Exhibit 3**) Docket 8, page 1, Bottom.

Note (1) "The lawsuit was filed in the Oakland County Court on or about December 20, 2007, where it was known as Case No. 07-088103-CZ and assigned to the Honorable Shalina Kumar."

Exhibit 4 is an email written by Paul Nicoletti concerning Case No. 07-088103-CZ dated December 20th, 2007. It states:

"Enclosed please find a copy of the civil action that was filed this afternoon."

A committee meeting by the school for disciplinary action was not scheduled until December 21, 2007 per **Exhibit 5**, second paragraph.

"A hearing with regard to your conduct will be held by conference call at 10:00AM, Friday, 21DEC07."

The decision (**Exhibit 6**) of the said December 21, 2007 Committee Meeting was not reached until **May 21st, 2008**.

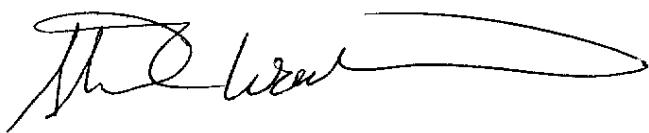
From **Exhibit 6** last line:

"1. you are forthwith dismissed from American University of Antigua College of Medicine."

The said lawsuit Case No. 07-088103 was received by Oakland County Court, December 20, 2007, the decision of dismissal was not reached until May 21st, 2008.

This is a repeated act of perjury committed by the Plaintiff for the purpose of deceiving this Court as the intent of the said December 20th, 2007 lawsuit and the character of the Defendant.

The intent of the lawsuit, Case No. 07-088103, concerns other lies committed by the Plaintiff and their partners.

A handwritten signature in black ink, appearing to read "Michael J. Hirsch".

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UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AMERICAN UNIVERSITY OF ANTIGUA,
COLLEGE OF MEDICINE, a foreign corporation,

Plaintiff,

v

Case No.

STEVEN WOODWARD,

Defendant.

ERIC A. BUIKEMA (P58379)
Cardelli, Lanfear, & Buikema, PC
Attorneys for Plaintiff
322 W. Lincoln
Royal Oak, MI 48067
(248) 544-1100

**PLAINTIFF'S VERIFIED COMPLAINT AND EX PARTE REQUEST FOR
TEMPORARY RESTRAINING ORDER**

NOW COMES Plaintiff, American University of Antigua, College of Medicine, by and through its attorneys, CARDELLI, LANFEAR & BUIKEMA, P.C., and for its Verified Complaint and Ex Parte Request for Temporary Restraining Order, states as follows:

1. Plaintiff American University of Antigua, College of Medicine ("AUA") is an Antiguan corporation located at University Place, Antigua, West Indies.
2. Plaintiff places students in certain Michigan hospitals for clinical education and training.

*Exhibit 1
p3*

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3. Defendant Steven Woodward is a resident of Flint, Michigan who, upon last information and belief, makes his home on a sailboat in the vicinity of Flint, Michigan.

4. This action arises, in most basic summary, out of Defendant's ownership and publication of a website, and derivative publications, containing false and defamatory information about AUA, as well as private information about AUA students protected from disclosure under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), and by his use of a confusingly similar domain name ("www.auamed.com") that infringes upon and/or dilutes AUA's protected trade name under Federal Statutory and common law including, but not limited to, the United States Trademark Act of 1946 (the "Lanham Act"), 15 U.S.C. § 1125(c), and the Anticybersquatting Consumer Protection Act ("ACPA"), 15 U.S.C. § 1125(d).

5. The amount in controversy exceeds \$75,000 exclusive of fees, costs or interest.

6. This court has jurisdiction over Plaintiff's Federal Statutory claims pursuant to 28 U.S.C. § 1331, and supplemental jurisdiction over Plaintiff's common law claims pursuant to 28 U.S.C. § 1337. As there exists complete diversity of citizenship amongst the parties, this court further has jurisdiction pursuant to 28 U.S.C. § 1332.

7. As the sole Defendant is a resident of this judicial district, venue is proper pursuant to 28 U.S.C. § 1391.

GENERAL ALLEGATIONS

8. AUA is a foreign medical school catering, in part, to students from the United States including Michigan.

9. AUA regularly places and directs students in clinical education in association with Michigan hospitals.

10. Defendant Steven Woodward is a former student of AUA.

11. As a result of misconduct, Defendant was discharged from AUA without completion of his degree.

12. That is, Defendant is a disgruntled former student of AUA.

13. As a result of his dismissal from the University, Defendant initiated a lawsuit against AUA and its educational partner hospital Trinity-Health Michigan's St. Joseph Mercy Hospital in Pontiac, Michigan.

14. The lawsuit was filed in the Oakland County Circuit Court on or about December 20, 2007, where it was known as Case No. 07-088103-CZ and assigned to the Honorable Shalina Kumar.

15. In the suit, Mr. Woodward alleged that AUA and/or Trinity slandered him, intentionally inflicted emotional distress, tortiously interfered with a contractual relationship, invaded a right to privacy and breached a contract.

16. The court concluded that Mr. Woodward's allegations were baseless and granted AUA summary disposition of the same on June 30, 2008. The court similarly granted summary disposition to Trinity on April 29, 2009 finding, on the merits, that the claimed defamatory remarks as to Woodward's misconduct were actually, in fact, true.

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17. As a result of Mr. Woodward's apparent dissatisfaction with this result and with everyone and everything other than the party truly responsible for his circumstance (himself), he has now registered an internet domain name of www.aua-med.com at which he publishes reckless, false, and malicious purported "facts" about AUA in addition to other objectionable content.

18. A specific date when Mr. Woodward commenced his endeavor is not known but it is well after AUA's first usage in trade of its own similar name and website www.auamed.org.

19. A copy of the legitimate www.auamed.org website homepage is attached as Exhibit 1.

20. A copy of Defendant's www.aua-med.com website homepage is attached as Exhibit 2.

21. Defendant's website represents, alleges and publishes, as if true, false and defamatory information about AUA including, by way of example and not limitation, that:

- a. AUA routinely commits fraud upon its students;
- b. AUA falsifies its students grades;
- c. AUA breaches contracts;
- d. AUA disregards student civil rights;
- e. AUA conspires against its students;
- f. AUA pursues unspecified and other unethical practices;
- g. AUA has "malicious intentions" and administration and academic advisors of a "heinous nature";

Exhibit 1

- h. AUA students are sexually assaulted;
- i. AUA professors teach students wrong information;
- j. AUA conspires to commit fraud and violations of civil rights;
- k. AUA commits criminal activities reportable to the FBI;
- l. AUA student pass rate for USMLE medical board exams is only 22.9%;
- m. AUA contrives false evidence in student disciplinary proceedings (i.e., the hearing Mr. Woodward was provided prior to dismissal and refused to even attend);
- n. AUA colluded with St. Joseph Hospital to maliciously end Mr. Woodward's career, conspired, abused its power, committed perjury and is otherwise immoral and unethical;
- o. AUA agents are liars;
- p. The locality of AUA is full of "rape, murder, fraud, and government corruption."

22. Defendant's website further publishes, in a manner not repeated here, and without consent of the university or its affected students, other students' identities and personal information including grades and academic information.

22. In that Plaintiff utilizes its own website to market and provide useful information to prospective students, AUA suffers irreparable injury and harm to its reputation each day that Mr. Woodward's appalling site is permitted to remain available.

23. Moreover, irreparable injury to AUA and its affected students occurs, for which there is not an adequate remedy at law, by virtue of Mr. Woodward's unsanctioned and unauthorized publication of federally protected private academic information.

Exhibit 1

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24. Consequently, AUA respectfully requests an immediate, but temporary (until such time as opportunity for hearing can be afforded) restraining order prohibiting further publication of this offending information by any means and further prohibiting use, of any kind, of the confusingly similar domain name.

25. Pursuant to FRCP 65(b)(1), AUA seeks temporary restraining order relief on an immediate and ex parte basis because, as demonstrated by this verified complaint, irreparable injury is occurring and will continue to occur and because Mr. Woodward cannot be located for purpose of immediate service. Undersigned counsel has made reasonable and diligent search of the prior lawsuit file and record, including the deposition of Mr. Woodward, which reveals, solely, that he resides on a movable sailboat and utilizes his sister's Flint address as a mailing address.

26. A proposed temporary restraining order is appended as Exhibit 3.

COUNT I- FEDERAL TRADEMARK/TRADENAME INFRINGEMENT

27. Plaintiff incorporates and restates its answers to paragraphs 1 through 26 above.

28. Defendant publishes information under a domain name of www.auamed.com.

29. Plaintiff has published legitimate information about its educational institution under the domain name www.auamed.org and has otherwise utilized the root term "auamed" in trade since long before Defendant first utilized the above referenced domain name.

30. Defendant's use of the confusingly similar name, and resultant accessibility by any consumer utilizing common search terms employed to glean

Exhibit 1

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legitimate information about the University is likely to cause confusion as to whether the Defendant's website is somehow endorsed, sponsored, licensed or affiliated with the AUA.

31. Defendant's actions, along with the use on the offending website of information purportedly from, sponsored or published by AUA (including items bearing the AUA logo) constitute willful infringement upon AUA's exclusive rights in its trademark and trademarks under 15 U.S.C. § 1114.

32. Defendant's use of the similar domain name, including copies, reproductions and/or counterfeits of the AUA logo on the site itself has been, and continues to be done with the intent to cause confusion, mistake and harm as to the source or sponsorship of the information disseminated.

33. As a direct and proximate result, AUA has suffered irreparable harm to its protected trademark and trademarks.

34. AUA has no adequate remedy at law that will compensate it for the continued harm it will suffer if Defendant's acts are allowed to continue.

35. AUA has gained a reputation as a well respected educational institution and there is an association of its trademark and marks with this reputation.

36. Defendant has utilized that name and the marks with the intention of maliciously attacking that reputation and goodwill to satisfy some misguided personal vendetta against the University.

37. Defendant publishes false information in conjunction with the trademark and marks that dilutes, blurs and tarnishes the distinctiveness and positive association of the same.

Exhibit 1

38. Accordingly, this is an exceptional case within the meaning of the Lanham Act.

39. In addition to the temporary relief prayed for elsewhere in this verified complaint AUA respectfully requests permanent injunction as well as all rights, remedies and damages available at law including but not limited to treble damages and attorney fees.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

COUNT II- INFRINGEMENT UNDER THE ACPA

40. Plaintiff incorporates and restates its answers to paragraphs 1 through 39 above.

41. Defendant has registered, in bad faith and with intent to profit, a domain name confusingly similar to that utilized by AUA in the course of its business.

42. The AUA domain is distinctive and has been utilized in trade (as has its root tradename ("AUAMED") since long before Defendant's offending registration and use of www.aua-med.com.

43. The AUA tradename and domain name are widely recognized by the general consuming public as a designation of services and source of same from AUA.

44. Defendant's conduct is not a fair usage.

45. Defendant has attempted to profit from the use of this site directly and by leveraging the same in the prior litigation in which he was a plaintiff.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

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COUNT III- WILLFUL VIOLATION OF FERPA

46. Plaintiff incorporates and restates its answers to paragraphs 1 through 45 above.

47. Defendant has published private educational information about other students including names and grades on his website.

48. This publication is without the consent of the University or its affected students and is otherwise unauthorized.

49. The academic records are otherwise private and are protected from public disclosure under federal law.

50. The consequence of disclosure has an immediate and obvious impact on the affected students' privacy rights for which there is no adequate remedy at law.

51. Further, as a direct and proximate result of Defendant's actions, AUA could lose significant access to federal educational funding and student aid.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

COUNT IV- DEFAMATION

52. Plaintiff incorporates and restates its answers to paragraphs 1 through 51 above.

53. Defendant publishes a website in which he intentionally, maliciously and/or recklessly or negligently publishes falsehoods about AUA.

54. By use of direct words, narrated video clips, weblinks and "YOUTUBE" videos of his making, Defendant promulgates as if true the following "facts" about AUA:

- a. AUA routinely commits fraud upon its students;

Exhibit/

- b. AUA falsifies its students grades;
 - c. AUA breaches contracts;
 - d. AUA disregards student civil rights;
 - e. AUA conspires against its students;
 - f. AUA pursues unspecified and other unethical practices;
 - g. AUA has "malicious intentions" and administration and academic advisors of a "heinous nature";
 - h. AUA students are sexually assaulted;
 - i. AUA professors teach students wrong information;
 - j. AUA conspires to commit fraud and violations of civil rights;
 - k. AUA commits criminal activities reportable to the FBI;
 - l. AUA student pass rate for USMLE medical board exams is only 22.9%;
 - m. AUA contrives false evidence in student disciplinary proceedings (i.e., the hearing Mr. Woodward was provided prior to dismissal and refused to even attend);
 - n. AUA colluded with St. Joseph Hospital to maliciously end Mr. Woodward's career, conspired, abused its power, committed perjury and is otherwise immoral and unethical;
 - o. AUA agents are liars;
 - p. The locality of AUA is full of "rape, murder, fraud, and government corruption."
55. Each and every one of these "facts" is false.

Exhibit /

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56. Defendant knew at the time of publication, or reasonably should have known, that each of his representations was false.

57. The publication of these purported "facts" about AUA is misleading, damaging and in certain circumstances per se actionable inasmuch as they allege criminal activity or the like.

58. AUA has suffered damages to its reputation as a direct and proximate result of Defendant's actions.

WHEREFORE, Plaintiff American University of Antigua, respectfully requests a judgment against Defendant, together with costs, interest, and attorney fees.

Respectfully submitted,

/s/ Eric A. Buikema
Cardelli, Lanfear, & Buikema, P.C.
322 West Lincoln Avenue
Royal Oak, MI 48067-2505
(248) 544-1100/(248) 544-1191(fax)
ebuikema@cardellilaw.com
(P58379)

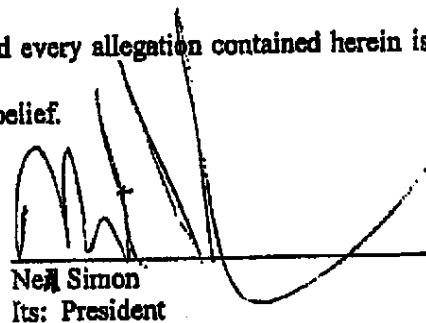
DATED: March 9, 2010

Exhibit 1

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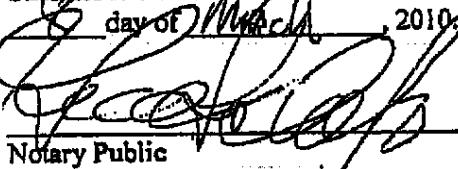
Being First duly sworn:

I, Neil Simon, am an officer of the American University of Antigua and its general counsel. I have personal knowledge of the facts set forth in this complaint and, having read the same, I hereby attest that each and every allegation contained herein is true to the best of my knowledge, information and belief.



Neil Simon
Its: President

Subscribed and sworn to before me this
day of March, 2010.



Notary Public

My commission expires:

LEONARD A. SCAFANI
Notary Public, State of New York
No. 025C8120579
Qualified in Westchester County, NY
Commission Expires December 29, 2010

Exhibit 1

From: Steve Woodward (steve_l_woodward@yahoo.com)
To: marilyn_orem@mied.uscourts.gov; cfortney@cardellilaw.com;
Date: Thu, April 15, 2010 5:49:10 PM
Cc: [REDACTED]
Subject: AUA vs Woodward Rebuttal - 10-cv-10978-PJD-MJH

Dear Mrs. Orem,

Attached is my rebuttal to the plaintiff's claims.

I will not change this document.

I do not have Adobe Acrobat so I could not make a static "pdf" file.

Please let me know if I need to produce any exhibits or if more information is required for Monday.

Thank you again,

Steven Woodward

*Exhibit 2
771*

I was born and raised in Flint, Michigan. I volunteered for the US Army, where I was a Honor Graduate(E1); after my honorable discharge I attended Oakland Community College, and earned an Associates degree in Applied Science "Cum Laude"(E2) in "Robotics/Automated Systems"(E3). I then attended Western Michigan University(E4), earning my Bachelor of Science degree in "Manufacturing Engineering Technology"(E5pg-1 and E5pg2) while working at Hammond Machinery programming corporate robots. I relocated to Colorado in 1991, where I worked in the computer systems manufacturing industry; I earned a Masters of Science degree, in "Computer Information Technology" from Regis University, with honors(E6, E6pg-1, E6pg-2, and E6pg-3). While living in Colorado just some of my community service includes volunteering as a Firefighter(E7pg1 through E7pg7) and Ski Patrol(E8pg-1 and E8pg-2). I personally hold a US Patent(E9). I received a "Letter of Commendation"(E10) from Oakland County Department of Public Safety. I included some letters of appreciation and recognition(E11pg-1 through E11pg-6) and a certificate for "Outstanding Contribution" (E12pg-1) and "Team Excellence" award(E12pg-2) from StorageTek. My parents died in 2001 and 2002. I resigned from my job as a System Administrator for EDS, used my inheritance, sold my house and 5 acres of land in Colorado to continue my education in medicine. *

I was "Railroaded" out of the medical program for expressing my concerns about the plaintiffs programs and faculty. I was dismissed from school after the 5th Semester program, at St Joseph Mercy Oakland, SJMO hospital. The plaintiff requests feedback regularly from students(myself) from their Student Handbook, course Syllabus, course Guidelines and from direct emails. Even after outstanding evaluations and many more

E16612
Pj 2

positive and helpful suggestion I have made during their program, including one that has been implemented in their own Student Handbook and personal recognition I received from the University of Michigan during the 5th semester. The plaintiff took offense to comments and suggestions I made about their dysfunctional 5th Semester program. This 5th semester program was under two written contracts to provide their students with clinical rotations in: Internal Medicine, Surgery, Family Medicine, Pediatrics, and Obstetrics and Gynecology and electives “Emergency Medicine”. The students only received rotations in Internal Medicine and Family Medicine. The course schedule changed at least 20 times, including test notifications as late as the night before the test. The testing software, did not work on many occasions including 5 consecutive days and it never worked for any of the scheduled weekly tests. The plaintiff even changed to another testing software vendor for the final exam, which also had a section that did not work. I can show I recommended a change in the testing software. The students paid for testing designed to help them pass the medical boards, but because of the software errors and schedule changes we did not receive these exams. This was the status of their Clinical Medicine program that lasted from the middle of Sept, 2007 with our final exam on Dec 7th, 2007.

In return for my comments and concerns the plaintiff in conjunction with SJMO administration fabricated lies about me, including falsifying my Final grades from an 80% to an “F” failing grade, but passed the student that had the lowest grade in the class. I published this fraudulent behavior as my first video on my Web site. I maintain that the plaintiff wrongfully destroyed me professionally, economically and emotionally for their actions.

Exhibit 2
P33

The United States Medical Licensing Examination, USMLE administers medical board exams.

(Ref. http://www.usmle.org/Scores_Transcripts/performance/2008.html)

According to the USMLE there was a total 32,383 students that took the USMLE Step 1, as first time test takers in 2008; 14,889 of those students were from Non/US Canadian Schools, many of which are US citizens.

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Information is removed and buried in other public accessible Web sites concerning the plaintiff.

I started my Web site to expose the false, misleading and other information I feel is important concerning these foreign medical programs. I include concerns I have with: student safety, quality of education, USMLE pass rates in the region, issues with the Education Commission for Foreign Medical Graduates, ECFMG, SJMO hospital, Exam Master testing software, faculty concerns, grading practices, treatment of students during committee meetings and disclosure of student information. I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff.

I started publishing my Web site to ensure other US Citizens are informed about not only the plaintiff, but also other organizations involved with these foreign medical education businesses. I criticize not only the plaintiff, but also the Education Commission for Foreign Medical Graduates, ECFMG, St Joseph Mercy Oakland hospital, Exam Master software, the University of Health Sciences Antigua, UHSA, US Congressman, Oakland County court judge, and the island of Antigua.

586.612
P94

The numbers correspond to the plaintiff's claims.

1. Plaintiff's head office is c/o GCLR, LLC 2 Wall Street, 10th Floor New York, N.Y.
2. I was place at St Joseph Mercy Oakland hospital, Pontiac Michigan, winter of 2007.
3. I do not currently reside in Flint, Michigan; I am now transient. I was born and raised in, Michigan. I relocated to Colorado in 1991. I currently hold a Colorado drivers license, but use family member mailing address for convenience only and have only been back to Michigan for the plaintiffs 5th Semester and for legal reasons. My home is S/V Halo, I have lived on my boat since I sold my house and property to attend medical school in the Caribbean.
4. I maintain that everything on my Web site is true to the best of my knowledge. Any student information I published on my web page is either evidence in a court case or information disclosed to me by the plaintiff's own faculty, Dr Victor Hrehorovich in a presentation he gave during the 5th Semester orientation. I found out about the student information while I was creating one of my videos concerning USMLE pass rates. The plaintiff's Web site quoted an 80.6% USMLE pass rate, I knew this presentation showed that the pass rate was closer to 50%, as I examined the presentation I discovered the students GPA's and USMLE scores imbedded in this presentation. I sent my Web site links and student information to the Department of Education in December, 2009, including Office of Civil Rights and Family Policy Compliance Office, department for Family Education Rights and Privacy Act and Inspector General. Their reply
"After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department's Office of Planning,

*Exhibit 2
pg 5*

Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division. I have provided below information on how to contact FERPA directly regarding your concerns."

I use my Web site to try to notify these students that their private information was disclosed by the plaintiff. The Department of Education mailed me a complaint form in March, 2010 which states "**Your complaint must also be "timely" meaning that it must be submitted to the FPCO within 180 days of the date that you knew or should have known of the violation.**" I urge the court to ensure that all of the students be notified immediately that their private information was compromised.

I am not infringing, blurring, dilution or tarnishing any trade names or trade marks per 15 U.S.C. 1125 p (3) Exclusions A(ii), B and C.

5. I have not caused any damages to the plaintiff
6. I am a transient citizen of the United States
7. I am a citizen of the United States
8. The plaintiff states that they are a foreign medical school. Their Web site states that they were founded in 2004. The head office American University of Antigua c/o GCLR, LLC 2 Wall Street, 10th Floor New York, N.Y.
9. The initial 5th Semester program was September, 2007 at St Joseph Mercy Oakland hospital.
10. I was wrongfully dismisses from school May 21st 2008.
11. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

*Exhibit 2
Pg 6*

12. I am only expressing normal feelings concerning incidents that happened to me, and even other students, including but not limited to:

- Falsifying my final grades
- Violating their own Student Handbook: by not allowing me to have counsel, production of evidence, or due process during and prior to initiating committee meetings
- Semester that costs \$12,000 and has at least 20 semester changes
- Contracted rotations that were not given
- Being charged for tests that are designed to help students with the USMLE, but are not given.
- False and misleading advertisement concerning but not limited to: island safety, the quality of education, USMLE Pass Rates, dissemination of information, and nature of faculty.
- Disclosure of student grades, violating FERPA student privacy,
- Attacking me for comments, which violates their own Student Handbook "**AUA/KMC students are encouraged to address any academic or non-academic concerns with their Professors, Faculty Advisors or Deans**", evaluation requests from course documentation and even course Director emails. But use my positive comments.
- Testing applications that don't work
- Breaking licensing agreements and syllabus agreement for privacy of my user name
- Patient abuse
- Fabricating evidence concerning missed pages and written memos.
- Letters written to the ECFMG ensuring I could not sit for the USMLE Step 1

*Exhibit 2
Pg 7*

-Perjury

13. This statement is untrue by pure logic: I initiated my lawsuit Dec, 2007, the plaintiff emailed my grades to me on January 6th, 2008, I was dismissed May 21st 2008.

14. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

15. The lawsuit I initiated against the plaintiff is under appeal.

Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

16. This case has been appealed, Court of Appeals No.:292172

Lower Court No. 2007-088103 CZ

17. I do own the domain name www.aua-med.com.

Information is removed and buried in other public accessible Web sites.

I started my Web site to expose the false, misleading and other information I feel is important concerning these foreign medical programs.

I started publishing my Web site to ensure other US Citizens are informed about not only the plaintiff, but also other organizations involved with these foreign medical education businesses. I criticize not only the plaintiff, but also the Education Commission for Foreign Medical Graduates, ECFMG, St Joseph Mercy Oakland hospital, Exam Master software, the University of Health Sciences Antigua, UHSA, US Congressman, Oakland County court judge and the island of Antigua. I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff. Some of the

Exhibit 2
P98

claims have time limitations, so shutting down my Web site could interfere with these investigations.

18. I notified Sandy Foster, director of, Risk Management for plaintiff's hospital partner, St Joseph Mercy Oakland hospital, of the content of my Web site in several emails dated between March, 2009 thru at least July, 2009. I did this because of my concerns for the patients in her hospital.

Tripton Carlson June, 2009 in a ValueMD blog, on this page my web site is deeply criticized then buried.

19. -20. I have not seen Exhibit 1 or Exhibit 2, but I have seen www.auamed.com and www.aua-med.com. There is nothing similar between these home pages. Even the source code is remarkably different. There has always been a disclaimer on my home page. ("This is not the official American University of Antigua, AUA, site.")

21.

a. **Fraud**

(Ref <http://www.merriam-webster.com/dictionary/fraud>)

1 **a** : deceit, trickery; specifically : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right **b** : an act of deceiving or misrepresenting : trick

-Falsifying my final grades (broke an implied contract for fair grading, obstruction of justice, a reason for my initiating a lawsuit as demonstrated in the defendant briefs "Washed Out" and "Woodward failed the fifth semester course, receiving an "F"

*Exhibit 2
P99*

for the fifth semester before he was dismissed” and even in this claim as “disgruntled”)

-Services not rendered, the students paid for testing that was not given. These tests are used to help the student pass the USMLE Step 1.

-Services not rendered, Per the plaintiff's contract with St Joseph Mercy Oakland hospital the students were suppose to receive rotations and other services that were w not given.

-False advertisement, for the quality of education.

-False advertisement, safety of Antigua

-False advertisement, USMLE pass rates

-They fabricated evidence against me, pages from the director, and the memos written

-They contacted the ECFMG before my dismissal to ensure I couldn't sit for my USMLE board exams.

b. Plaintiff falsified my grades with the intent to commit obstruction of justice and broke an implied contract to be graded fairly. My final grade was an 80%, not only did they assign an “F” but they also remarked false statements concerning my failure. It should be noted that the person that who scored the lowest in the class passed.

The plaintiff did a similar action during my Immunology course, but of course my appeal was denied.

c. -To produce evidence during a committee meeting, Student Handbook pg 12, Basic Civil Rights

*Exhibit 2
Pg 10*

-To have counsel present during a committee meeting, Student Handbook pg 12, Basic Civil Rights

-Adequate notification of charges, second and third committee meeting, Basic Due Process

-Testing schedules, Student handbook (pg14),

-Rotations contract between plaintiff's students and SJMO hospital

-Contracts listed per court case Lower Court No. 2007-088103 CZ

-Privacy of student information in the orientation presentation, FERPA

-Wrongfully failing me by falsifying my grades, implied contract

-Publishing my private Exam Master user information violating a licensing agreement, implied contract, and course Guideline pg 41.

-Patient abuse contract to provide counseling per both course syllabus and contact between plaintiff and SJMO. But received no and no incidents were ever documented except in my evaluations which were as high as 95%.

-Contract between myself and ECFMG to take my UMSLE Step 1 exam.

-False advertised quality of education

-Disciplinary actions against a student for negative evaluations and concerns about a new program, Student handbook pg 12 "AUA/KMC students are encouraged to address any academic or non-academic concerns with their Professors, Faculty Advisors or Deans."

Course Syllabus pg3, "Students will have the opportunity to evaluate lectures, practices, and all activities. Their input is critical in the development and advancing the University's academic program.", pg 12 " Students will submit an evaluation of

Exhibit 2

PG 11

every lecture and academic activity in which they have been involved, making suggestions for improvement.” from the course Guidelines pg 51“Student’s evaluation of practices, clinical rotations and tests”, pg 52, 53 “The School encourages all students to write suggestion(s) for improvement whenever the student has assigned a C, D or E grade to any aspect of a particular academic activity.”

Email from Dr. Yanez cc from Dr. Calderon

“Hi class !:

I hope that now you are resting and getting ready for your clinical rotations:

For those of you who took the Final exam using Scholar360, I need you to e-mail me your evaluation of that Program. Exclude from it the vocabulary portion that was not good because we did not have the time to correct it.

Include in your evaluation how did you like the format, grade of difficulty to understand and answer questions, the format and clarity of screens, including images and graphics, the speed with which you received the scores and any other aspect that you like to talk about. Finally, your suggestions about possible improvements.”

d. United Nations, The Universal Declaration of Human Rights

(<http://www.un.org/en/documents/udhr/>)

Article 10

Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.

*Exhibit 2
Pg 12*

Article 12

No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.

Article 19

Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

Article 23

1. *Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.*

Article 26

1. *Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit.*

Article 27

1. *Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits.*

Exhibit 2

Pg 13

2. *Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.*

United States Constitution, Bill of Rights

- First Amendment, freedom of speech.
- Fifth Amendment, punishment without due process,
- Sixth Amendment, legal counsel, right to know charges against him, impartiality of committee
- Seventh Amendment, assures trial by jury in civil cases.

e. The school notified the ECFMG telling them I was no longer enrolled before I was formally dismissed.

-Pager falsifying evidence, the school charged me with “**failed to answer hospital pages**”. The times of these missed pages we were excused for the day or I was outside the hospital in a family practice clinic in another town, per their schedule. There was no mention in any of the course documentation concerning the use of pagers. This issue was raised in the December, 19th 2007 Committee meeting notice, but the incident happened in October.

-Committee meeting 1, I initiated a grievance against a professor, in retaliation the school, tit-for-tat, railroaded me, they would not allow me to produce evidence, which was an audio file of the entire conversation. The punishment did not fit the alleged offense. They wanted me to take “anger management” for debating a question in a test

*Exhibit 2
Pg 14*

review. I had a recording of the entire conversation, but was denied the right to produce this evidence in the committee meeting.

-2nd committee meeting was initiated during Finals week, and violated due process. I was never given any notification of what the charges were. I received the notice during the week I was preparing for Finals. This meeting was dropped.

-3rd committee meeting, I was notified of this Committee meeting 2 days before the end of the semester, and was refused the contractual agreement to have counsel, per the Student Handbook. I requested an extension, but was denied. I notified them of my intentions to obtain counsel and requested a retraction. I refused to attend this committee meeting without counsel. I have emails from the course directors that demonstrate that they were planning this action since October. In November I emailed both the Dr. Hrehorovich Vice Chancellor, and Deneen Nicks about rumors I heard of them failing students, but they did not address my concern.

-3rd Semester emails to/from and to Dr Zonia.

-Falsifying my grades and then stating "Washed out" in court briefs.

-False memo written by Susan Zonia to herself, dated October 10th, 2007 for a meeting October 9th, 2007, no witnesses

-False memo, the plaintiff told Susan Zonia to write a memo that was to be used against me in the committee meeting.

-Letters to the ECFMG, the plaintiff emailed the ECFMG on May 6th, telling them that I was no longer enrolled, the ECFMG notified me I could no longer sit for the USMLE Step 1 exam, I was not dismissed until May 21st.

Exhibit 2
pg 15

f. Contents of all my videos are true to the best of my knowledge

Faculty

perjury,

Treatment of students

Falsification of evidence

False advertisement: risking student safety, money. USMLE pass rates

False advertisement pertaining to the quality of education

Releasing student records

Falsifying my grades

Notifications to the ECFMG

Committee Meeting 1, 2 and 3

Failing me in Immunology unfair

Suppressing freedom of speech concerning these institutions and disclosure of student
grades

g. Heinous is my opinion of SJMO and plaintiff administration.

<http://www.merriam-webster.com/dictionary/heinous>

Main Entry: **hei·nous**

Pronunciation: \ hā-nəs\

Function: *adjective*

Etymology: Middle English, from Anglo-French *hainus, heinous*, from *haine* hate, from *hair* to hate, of Germanic origin; akin to Old High German *haz* hate — more at hate

Date: 14th century: hatefully or shockingly evil

Exhibit 2
Pg 16

Malice: 1 : desire to cause pain, injury, or distress to another

2 : intent to commit an unlawful act or cause harm without legal justification or excuse.

This is my opinion of the plaintiff and administration pertaining to everything I listed concerning the plaintiffs treatment of me and other students.

SJMO cheating their community in the 2005 admission of guilt to the FBI and their \$4 million dollar fine.

h. I quote the Antigua Sun, an Antigua local news paper, concerning a plaintiff's student that was sexually assaulted. I compare this to the plaintiff's quote "**Antigua is an ideal location for studying serene, secure and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment.**"

It should be known that in January, 2010 Nina Elizabeth Nilssen, a California Graduate student was murdered on Antigua. February, 2010 the third murder of this year was a 39 year old doctor. This is second doctor murdered on Antigua in two years.

i. I present two examples of not only teaching wrong information, but defending it after being questioned about it.

Example 1: The evidence is the recording that was never heard by the panel during Committee meeting 1; Dr. Somaraju is asked "what do they need to multiply" referring to normal flora bacteria in the intestine, her answer "High dose of antibiotics"!

**Exhibit 2
pg 17**

Reference: Dorland's Illustrated Medical Dictionary 30th Edition, ISBN 0-7216-0146-4

Antibiotic: 1. Destructive of life. 2. a chemical substance produced by a microorganism which has the capacity, in dilute solution, to inhibit the growth of or to kill other microorganisms. Antibiotics that are sufficiently nontoxic to the host are used as chemotherapeutic agents in the treatment of infectious diseases of man, animals, and plants.

(<http://www.drheise.com/antibiotics.htm>)

Antibiotics: Safe or Harmful?

During the winter season, people are often given antibiotics for their colds and flus. But colds, flus, cough and sinus congestion are symptoms of upper respiratory infections that are typically caused by viruses. However, antibiotics act only against bacteria and are ineffective against viral infections. Taking an antibiotic when you don't need it is not without risk. Antibiotics can drastically decrease the numbers of normal, protective intestinal flora normally present in the intestines—which can leave you too deficient—and cause an increased risk of getting even more infections.

Example 2: Dr. Aslam stated in his "history and physical exam" brush the wisp against the lateral aspect of the sclera(outer white area of the eye ball). This should cause the patient to blink. Blinking also requires that CN 7 function normally, as it controls eye lid closure.

*Exhibit 2
pg 18*

Textbook of Physical Diagnosis History and Examination, Fourth Edition ISBN:0-7216-9411-X "In performing the corneal reflex test, touch the cornea and not the eyelashes or conjunctiva, which give an inaccurate results."

The professor in Example 1 claimed I was being disrespectful to her for debating exam questions.

In Example 2, Dr. Aslam defended his answer. I contacted the Neuroscience professor concerning this but received no reply.

j. The plaintiff falsified my grades, then used that information in legal briefs "washed out", breaking an implied contract of being graded fairly.

The plaintiff quotes in advertisements are misleading.

I refer to the safety on Antigua, quality education, and USMLE pass rates, production of evidence and denying me counsel during committee meetings.

Committee meeting 1, I initiated it against Dr Samaraju, then the school charged me for rude behavior.

It was a "Non-impartial" committee. Penalty included "Anger Management" counseling for no reason but debating a question. The plaintiff lied about having to take anger management by pure logic that I had completed my probation but still didn't take it, but yet they'll charge me for something as petty as missed pages.

Exhibit 2
Pg 19

The plaintiff did not provide services that were paid for, I refer to Shelf Exams, quality education and clinical rotations. Refer to answer 21, d for civil right violations.

k. The plaintiff committed fraud by altering my final grades with the intention of obstructing justice and breaking an implied contract of being graded fairly. My grades were both mailed to me as well as sent to me via email. The plaintiff quotes in advertisement are misleading. I refer to the safety of Antigua, USMLE pass rates and quality of education. The plaintiff did not provide services to myself and other students and used the internet to communicate the payment for these services. The plaintiff has direct ties to U.S. congressmen(women) which are members of the Caribbean Caucus, a group involved in a Federal investigation of the Stanford \$7 Billion fraud scheme.

l. My quote is “**Antigua only has a 22.9% USMLE Pass Rate!**”. In my “Video Index” link I quote “**This video show proof that the pass rate for the two medical schools on Antigua is only 22.9%. It should be noted that AUA claims an 80.6% and UHSA claims a 90% USMLE pass rate.**” In this video I compare the two Antigua medical schools claimed USMLE Step 1 pass rates with those published in “**The Daily Herald**” and published in Academic Medicine, Journal of the Association of American Medical Colleges, article titled “**Medical Education in the Caribbean: Variability in Medical School Programs and Performance of Students**”. During my investigation of these pass rates I reviewed the presentation Dr. Victor Hrehorovich gave our 5th Semester class, since I knew the quoted pass rates did not match the plaintiff’s advertisement and discovered that the presentation contained Student names, USMLE grades and GPA’s.

*Exhibit 2
PS 20*

To verify this information I searched the plaintiff's own Web site which quoted the names of the top performing students, which matched the names in the presentation. I notified the Federal Department of Education and published this on my Web site. It should be noted that the plaintiff doesn't list this 80.6% pass rate with other newer pass rate quotes from their own Web site.

m. I requested time to prepare myself, but was refused, so I initiated a lawsuit to protect myself from being railroaded, again, by the plaintiff. False evidence, I refer to "missed pages" and the letters/memos written by Susan Zonia.

ECFMG letter written and the falsification of my grades.

n. Dates of the emails obtained during the deposition of Susan Zonia verifies that this is what happened.

o. Susan Zonia's deposition, Dr Yanez, Deneen Nicks are full of lies. I present some of these in my videos. The reported "Anger Management" in the committee meeting findings demonstrate that these allegations are not true. There was no required anger management per my appeal with Neal Simon.

p. I quote news sources and compare them with the plaintiff's claims of safety. I compare this to the plaintiff's quote "Antigua is an ideal location for studying serene, secure and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment."

*Exhibit 2
P9 21*

It should be known that in **January, 2010 Nina Elizabeth Nilssen, a California Graduate student was murdered on Antigua.** February, 2010 the third murder of this year was a 39 year old doctor. This is second doctor murdered on Antigua in two years. I feel it is important that students are aware of the environment of Antigua prior to relocating there for medical school a time spanning years.

22. Everything I published in my Web site is true o the best of my knowledge and resources.

22. I do not market anything. I have not damaged the plaintiff.

I quote Richard Woodward(No relations known), plaintiff's **VP Enrollment Management** 06-13-2009 "The entire loan program is a living, breathing demon. And rears its ugly head at any given moment. We are currently working with these demons" 9-19-2009, Richard Woodward concerning student loans "You know, I'm not sure what we accomplish by brining this up again. We are all aware of it; **it sucks!**"

I would like to quote from **Oakland County Circuit Court Judge Shalina D. Kumar's** Order concerning my **private** username: "auasucks". "Plaintiff was sited for unprofessional conduct and used the word "AUASUCKS" as his master program password". This was my contractually private username for the plaintiff's testing software application, that did NOT work. Judge Kumar continued with "Plaintiff also used the "F word" in letters and emails to school officials." I forwarded emails to Dr Victor Hrehorovich from another student that used this language to describe the Miami 5th semester site. It wasn't my email, they knew it since the referenced doctor names in

*Exhibit 2
Pg 22*

the email were from Miami, not Pontiac SJMO. The committee meeting notice included “unseemly username in ExamMaster”. The plaintiff is a hypocrite, this language coming from the Vice President of Enrollment Management on a public student blog.

Ref (<http://www.valuemd.com/american-university-antigua-aua/184106-warning-about-loans-students-future-current.html>)

23. I have not damaged the plaintiff in any manor.

I lost my profession as an engineer, future as a physician/doctor, my inheritance, 5 acres of land, my house, most of my assets, I was relocated and now trying to obtain a new profession because of the plaintiff.

24. There is no justification for restraining my Web site. More over, my Web site provides information about Student Safety concerns that are not readily available on the plaintiffs web site, I exposed the disclosure of Student private information, false and misleading information, information about the medical education provided in the Caribbean and businesses involved. . I use my Web site to notify government organizations and personnel of claims I have filed against the plaintiff. Some of the claims have time limitations, so shutting down my Web site could hinder these investigations.

25. I have not damaged the plaintiff by any means

26. I have not seen any of the Exhibits.

27. See replies to 1-26

28. I own www.aua-med.com.

*Exhibit 2
Pg 23*

29. Neither "aua" nor "auamed" are unique to the American University of Antigua on the internet. Domain names are unique by definition and only reference Internet Protocol, IP, addresses. www.auamed.org = "76.12.180.164" www.aua-med.com = "68.180.151.73" American University of Antigua, c/o GCLR, LLC also owns "aua-med.org(unused)", "auanursing.com", "auanursing .org", "auavet.com", "auavet.org"
-aua.edu has been owned by the "**American University of Athens**", AUA, has been incorporated in the state of Delaware since 1994. The plaintiff was founded in 2004.
-aua.net is owned by "**Assyrian Universal Alliance**", the domain was created in 1996
-aua.com is a redirect for "**Austrian Airlines**", the domain was created in 1996
-aua.org is "**American Urology Association**", owned by China Medicine, Inc.
-auamed.com publishes advertisements about schools that compete with the plaintiff
The plaintiff has been aware of my domain name since a posting on www.ValueMD blog, by Mr Tipton B. Carlson, Associate Director of Admissions commented on this blog 6-18-2009. I notified the plaintiffs partner SJMO hospital's Risk Management director Sandy Foster of the content of my Web site as early as April, 2009.

The Internet Corporation for Assigned Names and Numbers (ICANN) is an internationally organized, non-profit corporation that has responsibility for Internet Protocol (IP) address space allocation, protocol identifier assignment, generic (gTLD) and country code (ccTLD) Top-Level Domain name system management, and root server system management functions. These services were originally performed under U.S. Government contract by the Internet Assigned Numbers Authority (IANA) and other entities. ICANN now performs the IANA function.

*Exhibit 2
Pg 24*

"<http://www.icann.org/tr/english.html>"

I have not received notification of an ICANN, Uniform Domain Name Dispute from the plaintiff.

I would like to point out that "auamed.edu" and "aua-med.edu" seem to be available or not currently owned.

I would like to point out that aua-med.net, aua-med.info, aua-med.us, aua-med.biz, aua-med.in, aua-med.mobi, auamed.info, auamed.us, auamed.biz, auamed.in and auamed.mobi are also available.

I would like to point out that since the plaintiff is a foreign entity from Antigua, they should use the country code ".ag", so to be more accurate the plaintiff's Domain name should be

"www.auamed.org.ag"

30. This claim is false since I have always had a disclaimer ("This is not the official American University of Antigua, AUA, site."). The content of www.aua-med.com is obviously not endorsed, sponsored, licensed or affiliated with the plaintiff.

31. My logo is not a counterfeit.

32. The definition of the Domain Name System per the Internet Corporation for Assigned Names and Numbers, ICANN is:

Exhibit 2
pg 25

"The Domain Name System (DNS) helps users find their way around the Internet. Every computer on the Internet has a unique address called its "IP address" (Internet Protocol address). Because IP addresses (which are strings of numbers) are hard to remember, the DNS allows a familiar string of letters (the "domain name") to be used instead. So rather than typing "192.0.34.163," you can type "www.icann.org."

(<http://www.icann.org/tr/english.html>)

ICANN is responsible for coordinating the management of the technical elements of the DNS to ensure universal resolvability so that all users of the Internet can find all valid addresses. It does this by overseeing the distribution of unique technical identifiers used in the Internet's operations, and delegation of Top-Level Domain names (such as .com, .info, etc.).

Per SearchNetworking.com

(http://searchnetworking.techtarget.com/sDefinition/0,,sid7_gcI213251,00.html)

Uniform Resource Locator, URL is the unique address for a file that is accessible on the Internet."

www.aua-med.com is the URL for (68.180.151.73)

www.auamed.org is the URL for (76.12.180.164)

The site home pages are totally different and can in no was be mistaken.

The programming code that creates the pages is totally different.

Exhibit 2
pg 26

The American University of Antigua owns **auamed.org**, **uanursing.com**, **uanursing.org**, **auavet.com**, **auavet.org**. Indicating that the American University of Antigua has not claimed a unique presents on the internet.

A search of the United States Patent and Trademark Office web site could not find a search result for either “American University of Antigua” or “auamed”.

Liu Jiapeng of Shaoyang, China is the registrant of “**auamed.com**”, and advertises competition to the American University of Antigua.

The domain name “**aua.com**” is a redirect for “**austrian.com**” Austrian Airlines, created in 15-jan-1996.

The domain name “**aua.net**” is the domain name for **Assyrian Universal Alliance**, created in 05-jun-1996.

The domain name “**aua.edu**” belongs to the **American University of Athens, AUA**. Their logo is similar to the plaintiff’s logo.

The domain name “**aua.org**” belongs to the **American Urological Association**.

This is evidence that “AUA” is not unique to neither the education or the medical industry. Being a foreign entity the plaintiff should use www.auamed.com.ag making their site even more unique.

33. I have not damaged the plaintiff’s tradename or trademarks.

*Exhibit 2
pg 27*

34. I have not harmed the plaintiff. **I can show that the plaintiff has even changed their Student Handbook from my recommendations.**

35. The plaintiff hasn't shown exhibits to support this fact.

36. The information published in my Web site is true to the best of my knowledge. I would like to point out that I have requested that the plaintiff contact me if information provided is not correct, but have received no feedback from the plaintiff until now.

37. The information published in my Web site is true.

38. This case is exceptional, the request for a restraining order could interfere with a Federal investigation because the plaintiff released student private information and now that I contacted the Department of Education concerning this matter, after a year since my Web site has been published, the plaintiff wants to steal my Domain Name.

39. The permanent injunction of this Web site would allow the plaintiff to sensor important information to prospective students. This would include Safety concerns and the interfere with the Department of Educations investigation into the disclosure of student information

40. Defendant maintains answers of questions 1 through 39.

41. <http://www.icann.org/en/dndr/udrp/policy.htm>

b. **Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the

Etb, b, t 2

Pg 28

Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

NOT APPLICABLE

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

NOT APPLICABLE

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

NOT APPLICABLE

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

Exhibit Z

Pg 29

NO APPLICABLE

42. The definition of the Domain Name System per the Internet Corporation for Assigned Names and Numbers, ICANN is:

"The Domain Name System (DNS) helps users find their way around the Internet. Every computer on the Internet has a unique address called its "IP address" (Internet Protocol address). Because IP addresses (which are strings of numbers) are hard to remember, the DNS allows a familiar string of letters (the "domain name") to be used instead. So rather than typing "192.0.34.163," you can type "www.icann.org."

(<http://www.icann.org/tr/english.html>)

ICANN is responsible for coordinating the management of the technical elements of the DNS to ensure universal resolvability so that all users of the Internet can find all valid addresses. It does this by overseeing the distribution of unique technical identifiers used in the Internet's operations, and delegation of Top-Level Domain names (such as .com, .info, etc.).

Per SearchNetworking.com

(http://searchnetworking.techtarget.com/sDefinition/0,,sid7_gcI213251,00.html)

Uniform Resource Locator, URL is the unique address for a file that is accessible on the Internet."

www.aua-med.com is the URL for (68.180.151.73)

Exhibit 2
Pg 30

www.auamed.org is the URL for (76.12.180.164)

The site home pages are totally different and can in no way be mistaken.

The programming code that creates the pages is totally different.

The American University of Antigua owns **auamed.org**, **auanursing.com**.

auanursing.org, **auavet.com**, **auavet.org**. Indicating that the American University of Antigua has not claimed a unique presence on the internet.

A search of the United States Patent and Trademark Office web site could not find a search result for either “American University of Antigua” or “auamed”.

Liu Jiapeng of Shaoyang, China is the registrant of “auamed.com”, and advertises competition to the American University of Antigua.

The domain name “aua.com” is a redirect for “**austrian.com**” Austrian Airlines, created in 15-jan-1996.

The domain name “aua.net” is the domain name for **Assyrian Universal Alliance**, created in 05-jun-1996.

The domain name “aua.edu” belongs to the **American University of Athens**. Their logo is similar to the plaintiff’s logo.

The domain name “aua.org” belongs to the **American Urological Association**.

Exhibit 2
Pg 31

This is evidence that “AUA” is not unique to neither the education or the medical industry.

43. “AUA” or “auamed” is neither widely recognized solely for the American University of Antigua. The ownership of auanursing.com, auanursing.org, auavet.com, or auavet.org demonstrates that the plaintiff does not maintain a unique presents for their University. The domain name ‘aua’ is used by other businesses and organizations including educational and medical. Since the plaintiff is a foreign entity their Domain name should be “www.auamed.org.ag”

44. I am not in violation of fair use per ACPA, (3) Esclusions A, B and C.

45. I have not solicited or marketed any product or services.

46. I incorporate and restate my answers.

47. Student information I published on my web page is either evidence in a court case or information disclosed to me by the plaintiff's own faculty. I sent my Web site links and student information to the Department of Education in December, 2009, including Office of Civil Rights and Family Policy Compliance Office, department for Family Education Rights and Privacy Act and Inspector General. The reply **“After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department’s Office of Planning, Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division.”**

I have provided below information on how to contact FERPA directly regarding

Exhibit 2
P932

your concerns.” I believe that shutting down my Web site would hinder this investigation, which has time restrictions for notification of injured parties.

48. The information was distributed by plaintiff's administration, Dr Victor Hrehorovich.

49. I am aware of this law, this is why I notified Federal Education organizations to report that the plaintiff distributed this information.

50. The FERPA is very much aware of the content of my Web site.

“After a careful review of your complaint, we have determined that the issues you raise may fall within the responsibilities of the Department’s Office of Planning, Evaluation and Policy Development(OPEPD), Family Education Rights and Privacy Act(FERPA) Division. I have provided below information on how to contact FERPA directly regarding your concerns.”

51. The plaintiff is the one that released this information.

Why is a private institution getting US Federal Aid?

52 I address each and every answer 1-51

53. I posted information that is true to the best of my knowledge and resources. I requested that the plaintiff reply to me if the information was incorrect.

54. I answer this question the same as 21 a-p

**Exhibit 2
P133**

55. The information I post on my Web site is true to the best of my knowledge and resources.

56. The information I posted is true to the best of my knowledge and resources. I requested that the plaintiff reply to me if the information was incorrect.

57. These are my opinions and truths I have.

58. AUA has damaged their own reputation and is blaming me for their faults and losses.

I would like to note that my Web site has my contact information and the Plaintiff has my contact information. I was not informed of these claims by the plaintiff, but by solicitation from law firms. I contacted the court as soon as I was aware of this and came directly here, under great personal financial loss, even before being summonsed.

*Exhibit 2
Pg 34*